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CITY AND COUNTY OF SAN FRANCISCO

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JANE ROE, an individual; MARY ROE, an individual; SUSAN ROE, an individual; JOHN ROE, an individual; BARBARA ROE, an individual; PHOENIX HOTEL SF, LLC, a California limited liability company; FUNKY FUN, LLC, a California limited liability company; and 2930 EL CAMINO, LLC, a California limited liability company,

Plaintiffs,

vs.

CITY AND COUNTY OF SAN FRANCISCO, a California public entity,

Defendant.

Case No. 4:24-cv-01562-JST

**[PROPOSED] STIPULATED PROTECTIVE ORDER FOR LITIGATION INVOLVING HIGHLY SENSITIVE CONFIDENTIAL INFORMATION**

Trial Date: None set.

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of confidential,  
 3 proprietary, or private information for which special protection from public disclosure and from use  
 4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties  
 5 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
 6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
 7 discovery and that the protection it affords from public disclosure and use extends only to the limited  
 8 information or items that are entitled to confidential treatment under the applicable legal principles.  
 9 The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective  
 10 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
 11 the procedures that must be followed and the standards that will be applied when a party seeks  
 12 permission from the court to file material under seal.

13 **2. DEFINITIONS**

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information  
 15 or items under this Order.

16 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
 18 Civil Procedure 26(c).

19 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
 20 their support staff).

21 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
 22 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
 23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

24 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or  
 25 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
 26 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
 27 discovery in this matter.  
 28

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.11 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Plaintiff's Name (Plaintiffs' Names): the name of each Plaintiff permitted to proceed under pseudonyms pursuant to the Court's Order Granting Leave for Plaintiffs to Proceed Under Pseudonyms (ECF No. 30).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
2 Producing Party.

3 **3. SCOPE**

4           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
5 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
6 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
7 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
8 However, the protections conferred by this Stipulation and Order do not cover the following  
9 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
10 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
11 publication not involving a violation of this Order, including becoming part of the public record  
12 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
13 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
14 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
15 Protected Material at trial shall be governed by a separate agreement or order.

16 **4. DURATION**

17           Even after final disposition of this litigation, the confidentiality obligations imposed by this  
18 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
19 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
20 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
21 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
22 limits for filing any motions or applications for extension of time pursuant to applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
25 Non-Party that designates information or items for protection under this Order must take care to limit  
26 any such designation to specific material that qualifies under the appropriate standards. To the extent it  
27 is practical to do so, the Designating Party must designate for protection only those parts of material,  
28 documents, items, or oral or written communications that qualify – so that other portions of the

1 material, documents, items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to  
4 be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber  
5 or retard the case development process or to impose unnecessary expenses and burdens on other  
6 parties) expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it designated for  
8 protection do not qualify for protection at all or do not qualify for the level of protection initially  
9 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the  
10 mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
12 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
13 Discovery

14 Material that qualifies for protection under this Order must be clearly so designated before the  
15 material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents, but excluding  
18 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the  
19 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each  
20 page that contains protected material. If only a portion or portions of the material on a page qualifies  
21 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
22 appropriate markings in the margins) and must specify, for each portion, the level of protection being  
23 asserted.

24 A Party or Non-Party that makes original documents or materials available for inspection need  
25 not designate them for protection until after the inspecting Party has indicated which material it would  
26 like copied and produced. During the inspection and before the designation, all of the material made  
27 available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
28 ONLY." After the inspecting Party has identified the documents it wants copied and produced, the

1 Producing Party must determine which documents, or portions thereof, qualify for protection under  
2 this Order. Then, before producing the specified documents, the Producing Party must affix the  
3 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY”) to each page that contains Protected Material. If only a portion or portions of the material on  
5 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
6 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of  
7 protection being asserted.

8 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
9 Designating Party identify on the record, before the close of the deposition, hearing, or other  
10 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
11 impractical to identify separately each portion of testimony that is entitled to protection and it appears  
12 that substantial portions of the testimony may qualify for protection, the Designating Party may invoke  
13 on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to  
14 21 days to identify the specific portions of the testimony as to which protection is sought and to  
15 specify the level of protection being asserted. Only those portions of the testimony that are  
16 appropriately designated for protection within the 21 days shall be covered by the provisions of this  
17 Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to  
18 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
21 other proceeding to include Protected Material so that the other parties can ensure that only authorized  
22 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are  
23 present at those proceedings. The use of a document as an exhibit at a deposition shall not in any way  
24 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY.”

26 Transcripts containing Protected Material shall have an obvious legend on the title page that  
27 the transcript contains Protected Material, and the title page shall be followed by a list of all pages  
28 (including line numbers as appropriate) that have been designated as Protected Material and the level

of protection being asserted by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the



1 process by conferring directly (in voice to voice dialogue; other forms of communication are not  
2 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must  
3 explain the basis for its belief that the confidentiality designation was not proper and must give the  
4 Designating Party an opportunity to review the designated material, to reconsider the circumstances,  
5 and, if no change in designation is offered, to explain the basis for the chosen designation. A  
6 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this  
7 meet and confer process first or establishes that the Designating Party is unwilling to participate in the  
8 meet and confer process in a timely manner.

9       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
10 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
11 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial  
12 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not  
13 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent  
14 declaration affirming that the movant has complied with the meet and confer requirements imposed in  
15 the preceding paragraph. Failure by the Designating Party to make such a motion including the  
16 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
17 confidentiality designation for each challenged designation. In addition, the Challenging Party may  
18 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,  
19 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion  
20 brought pursuant to this provision must be accompanied by a competent declaration affirming that the  
21 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

22       The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
23 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary  
24 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
25 Designating Party has waived the confidentiality designation by failing to file a motion to retain  
26 confidentiality as described above, all parties shall continue to afford the material in question the level  
27 of protection to which it is entitled under the Producing Party's designation until the court rules on the  
28 challenge.



## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4 Plaintiffs’ Names So long as ECF No. 30 remains in effect, no Party or Non-Party may file on the public docket any document that contains or reflects a Plaintiff’s Name and no Party or Non-Party that has obtained Plaintiff’s Name in the course of this litigation may disclose a Plaintiff’s Name to a media outlet, in a press release, or in any other similar manner that is likely to lead to general public knowledge of the Plaintiff’s Name. Plaintiffs’ Names are neither CONFIDENTIAL nor

1 HIGHLY CONFIDENTIAL and may be disclosed to Parties and non-parties in the course of  
2 discovery in this litigation.

3 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
4 **LITIGATION**

5 If a Party is served with a subpoena or a court order issued in other litigation that compels  
6 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of  
9 the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other  
11 litigation that some or all of the material covered by the subpoena or order is subject to this Protective  
12 Order. Such notification shall include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating  
14 Party whose Protected Material may be affected.<sup>1</sup>

15 If the Designating Party timely seeks a protective order, the Party served with the subpoena or  
16 court order shall not produce any information designated in this action as “CONFIDENTIAL” or  
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court  
18 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s  
19 permission. The Designating Party shall bear the burden and expense of seeking protection in that  
20 court of its confidential material – and nothing in these provisions should be construed as authorizing  
21 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**  
23 **LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
25 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
26 EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is

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27 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this  
28 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
confidentiality interests in the court from which the subpoena or order issued.

1 protected by the remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
4 Party's confidential information in its possession, and the Party is subject to an agreement with the  
5 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

6 1. promptly notify in writing the Requesting Party and the Non-Party that some or all of  
7 the information requested is subject to a confidentiality agreement with a Non-Party;

8 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this  
9 litigation, the relevant discovery request(s), and a reasonably specific description of the information  
10 requested; and

11 3. make the information requested available for inspection by the Non-Party.

12 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days  
13 of receiving the notice and accompanying information, the Receiving Party may produce the Non-  
14 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a  
15 protective order, the Receiving Party shall not produce any information in its possession or control that  
16 is subject to the confidentiality agreement with the Non-Party before a determination by the court.<sup>2</sup>  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking  
18 protection in this court of its Protected Material.

## 19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
21 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
22 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
24 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
25  
26

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27 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its  
confidentiality interests in this court.

Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

# **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

# **12. CRIMINAL OFFENDER RECORD INFORMATION**

Discovery in this litigation may require production of material that contains Criminal Offender Record Information (“CORI”), which City departments are prohibited from disclosing by statute.

To facilitate Defendants’ review and production of documents, pursuant to Cal. Code Regs. tit. 11, § 703(b) and 5 U.S.C. § 552a(b)(11), the departments of the City and County of San Francisco—including, without limitation the San Francisco Police Department and San Francisco Sheriff’s Office—are directed to provide the San Francisco City Attorney’s Office and its designated agents, access to: (1) materials containing Criminal Offender Record Information; and (2) adult and juvenile criminal records maintained by the San Francisco Police Department or San Francisco Sheriff’s Office.

As used in this order, “Criminal Offender Record Information,” means records or data compiled by criminal justice agencies for purposes of identifying adult and juvenile criminal offenders and of maintaining as to each such offender a summary of arrests, criminal pretrial proceedings, and/or the nature and disposition of charges, sentencing, incarceration, rehabilitation, and release in adult and juvenile criminal cases. Included in this definition are images of any screen, device, or other display, and any sound or other aural perception, that reflects such information.

1 None of the Parties' objections and responses to objections with respect to production of  
2 materials containing Criminal Offender Record Information are waived.

3 Should either party agree to produce documents containing Criminal Offender Record  
4 Information, or should the Court order either Party to do so at a later time, such disclosure to the Court  
5 and the Parties is authorized pursuant to the Court's authority under the Federal Rules of Civil  
6 Procedure, Cal. Code Regs. tit. 11, § 703(b), California Penal Code §§ 13300(c)(7), and 5 U.S.C.  
7 § 552a(b)(11).

8 Any documents or material containing Criminal Offender Record Information that are  
9 produced in this litigation shall be subject to the protections afforded to HIGHLY CONFIDENTIAL –  
10 ATTORNEYS' EYES ONLY information under the Court's protective order and shall be designated  
11 as such.

12 **13. MISCELLANEOUS**

13 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
14 its modification by the court in the future.

15 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
16 Party waives any right it otherwise would have to object to disclosing or producing any information or  
17 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any  
18 right to object on any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20 13.3 Filing Protected Material. Without written permission from the Designating Party or a  
21 court order secured after appropriate notice to all interested persons, a Party may not file in the public  
22 record in this action any Protected Material or Plaintiff's Name. A Party that seeks to file under seal  
23 any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
24 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.  
25 Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the  
26 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
27 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant  
28 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the Protected

1 Material in the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the  
2 court.

3 **14. FINAL DISPOSITION**

4 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
5 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As  
6 used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
7 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the  
8 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to  
9 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day  
10 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was  
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
12 compilations, summaries or any other format reproducing or capturing any of the Protected Material.  
13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
15 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if  
16 such materials contain Protected Material. Any such archival copies that contain or constitute  
17 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19  
20 Date: November 19, 2024

21 DAVID CHIU  
City Attorney  
22 YVONNE R. MERÉ  
Chief Deputy City Attorney  
23 WAYNE SNODGRASS  
TARA M. STEELEY  
24 THOMAS S. LAKRITZ  
JOHN H. GEORGE  
25 KAITLYN M. MURPHY  
Deputy City Attorneys

26 By: /s/ John H. George  
JOHN H. GEORGE

27 Attorneys for Defendant  
28 CITY AND COUNTY OF SAN FRANCISCO



1 Date: November 19, 2024

WALKUP, MELODIA, KELLY & SCHOENBERGER

2 By:\*\* /s/ Matthew D. Davis

3 MICHAEL A. KELLY

4 RICHARD H. SCHOENBERGER

MATTHEW D. DAVIS

5 ASHCON MINOIEFAR

6 KLINE & SPECTER, P.C.

7 SHANIN SPECTER

ALEX VAN DYKE

8 Attorneys for Plaintiffs

JANE ROE, MARY ROE, SUSAN ROE, JOHN ROE,

9 BARBARA ROE, PHOENIX HOTEL SF, LLC, FUNKY

FUN, LLC, and 2930 EL CAMINO, LLC

10 *\*\*Pursuant to Civil L.R. 5-1(i)(3), the electronic signatory has obtained approval from this signatory.*

11  
12  
13 IT IS SO ORDERED.

14  
15 Date: \_\_\_\_\_

\_\_\_\_\_

16 HONORABLE JOHN S. TIGAR

United States District Judge